

# Fire Alarm Service Agreement

---

## Transylvania County Schools Annual Fire Alarm Inspection

---

June 4, 2024

**Prepared for:**

Kerry Putnam  
Facilities & Maintenance Director



**Prepared by:**

Chad Penley  
Inside Sales Representative  
Chad.Penley@MSSolutions.com



# Fire Alarm Service Agreement

CLIENT CONTACT:	Kerry Putnam	SITE ADDRESS:	Transylvania County Schools
TITLE:	Facilities & Maintenance Director		Multiple Locations
PHONE:	828-885-7376	PO#:	TBD
EMAIL:	kputnam@tcsnc.org		

## ANNUAL SCHEDULED MAINTENANCE PROGRAM

### One-Year Service Agreement

MSS Fire & Security, LLC will provide a complete program of scheduled maintenance on the equipment listed in the "Equipment Schedule". This scheduled maintenance program meets the manufacturer's requirements to properly maintain and service your equipment.

All work will be performed during normal working hours unless otherwise indicated in the special provisions section of this agreement. (Normal working hours 8:00 a.m. - 5:00 p.m.).

The MSS **Scheduled Maintenance Coverage** provides complete inspections for scheduled maintenance of your equipment to ensure reliable and efficient operation per NFPA 72. A log sheet for each item of equipment will be given to the owner with a report of all findings. The items covered will be listed in the "Equipment Schedule".

### A. Scheduled Service Coverage

SERVICE	FREQUENCY/DURATION
Fire Alarm System - Annual	One (1) Inspection per location

### B. 24-Hour Emergency Service

MSS (or contracted trade partners) will respond 24 hours per day, 7 days per week, including holidays, to ensure proper and reliable operation of the equipment. Cost for individual emergency service calls is NOT included in this agreement.

## C. Location List

Brevard Elementary
Brevard HS
Brevard Middle
Davidson River School
Pisgah Forest Elementary
Rosman Elementary
Rosman Fieldhouse
Rosman HS & Middle
TC Henderson Elementary
Transylvania Bus Garage

## D. Scope of Service

For purposes of communication and establishing expectations, the following summarizes standard scopes of work to be completed for individual pieces of equipment at the community locations. Some inspection line items may be excluded based on the type and size of the equipment. Assumptions were made during the pricing phase, which will be validated during the initial inspection.

### **NFPA 72 Annual Fire Alarm Inspections**

## E. Exclusions

- The price of this agreement has been determined based on routine maintenance and repair of equipment problems which are intrinsic to the equipment and not caused by outside sources. Accordingly, we must exclude the following from coverage:
  1. Consequential or incidental damages of any nature whatsoever.
  2. Expenses or losses resulting from failure, mis adjustment or design deficiencies in equipment or systems not specifically included in this agreement.
  3. Structural alterations to the premises where the equipment is installed if necessary, for service or parts repair or replacement as provided for in this agreement. Painting, patching, if removed to gain access to equipment being serviced.
- The owner agrees to reimburse MSS Fire & Security, LLC at the currently established rates for such services or repairs, replacement or service calls occasioned by any of the above or on equipment not part of this contract.
- Repairs are not included. A proposal will be provided for any deficiencies found.



# Fire Alarm Service Agreement

## F. Owner Responsibilities

- The owner is responsible for the operation of the equipment and must ensure that qualified personnel are provided for such operations. The owner agrees to report unusual conditions of operation to MSS Fire & Security, LLC.
- The coverage under this agreement is based on compliance by the owner with recommended operation and maintenance procedures as covered in the operating manuals.
- The owner agrees to furnish safe and free access to all equipment covered by this agreement for the purpose of executing the terms of this agreement. Dedicated person to be available to provide access during inspections always. Return trips will be charged at the contracted hourly service rate. Lifts to be provided by owner for duct detector testing. If unavailable, detectors will be key-switch tested.
- MSS Fire & Security, LLC is not obligated to render service under this agreement if the owner has a past-due account

## G. Contract Pricing

<b>Annual Contract Amount:</b>	<b>\$10,785.95</b>
<b>Applicable Sales Tax:</b>	<b><u>\$728.05</u></b>
<b>Total Annual Contract Amount:</b>	<b>\$11,514.00</b>

## H. Payment Terms

- **NET 30 Days**
- Customer agrees to pay MSS Solutions, LLC **\$11,514.00** per year, payable **Annually** at **\$11,514.00** as MSS Solution, LLC's fee for the services described in this agreement. These payments are not based on the number of PM visits per month or year, but rather to provide a convenient method of paying out the total cost of the Service Agreement. If the Service Agreement is terminated, the annual contract amount will be pro-rated based on services completed and will become due at that time.
- As part of this agreement, MSS Solutions, Inc. agrees to give preferential service to the customer. All labor not covered under this agreement will be provided at the preferred customer discount rate of 10% less than our CURRENT standard rates.

## I. Agreement Terms & Conditions

- The initial term of this Service Agreement shall be **1 year(s)**, effective 6/1/2024, after which the initial term of this Service Agreement shall be deemed renewed on a year-to-year basis unless terminated by either party in writing 30 days prior to the anniversary date.



# Fire Alarm Service Agreement

- This Service Agreement is subject to Customer’s acceptance of the attached MSS Fire & Security, LLC Terms and Conditions. This Service Agreement is not fully executed until signed by MSS Executive Management.
- This proposal is subject to MSS Standard Terms and Conditions of Sale effective on the date of the proposal, which are incorporated in full by this reference. The MSS Standard Terms and Conditions of Sale are available upon request, attached hereto, and/or can be found on [www.msssolutions.com](http://www.msssolutions.com). Any conduct by Purchaser which recognizes the existence of a contract pertaining to this proposal shall be considered acceptance of this proposal and all its terms and conditions.

IN WITNESS THEREFOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

**MSS ACCEPTANCE:**

By: David Rentas  
 Title: Account Manager  
 Email: David.Rentas@MSSolutions.com  
 Date: 6/4/2024  
 Signature: David Rentas

**CUSTOMER ACCEPTANCE:**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**MSS Fire & Security, LLC Executive Management Approval (MSS Internal Use Only)**

By: \_\_\_\_\_  
 Service Manager

Date: \_\_\_\_\_



# Fire Alarm Service Agreement

## MSS SERVICE & SALES TEAM CONTACT INFORMATION

### Emergency Service

**844-305-6285 Toll free**

[service@msssolutions.com](mailto:service@msssolutions.com)

### Sales and Service Management

Account Manager

**David Rentas**

**828-243-6232**

[David.Rentas@MSSolutions.com](mailto:David.Rentas@MSSolutions.com)

Service Manager

**Sammy Tolley**

**828-707-1917**

[Sammy.Tolley@MSSolutions.com](mailto:Sammy.Tolley@MSSolutions.com)

Sales Manager

**Andrew Revere**

**704-309-6080**

[Andrew.Revere@MSSolutions.com](mailto:Andrew.Revere@MSSolutions.com)

### Contract Administration

Contract Admin.

**Beth Stone**

**704-970-3029 Direct**

[Beth.Stone@msssolutions.com](mailto:Beth.Stone@msssolutions.com)